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**TOWNSHIP OF PEMBERTON  
RESOLUTION NO. 259-2003**

**RESOLUTION AUTHORIZING MAYOR AND CLERK TO EXECUTE COLLECTIVE  
BARGAINING AGREEMENT**

**WHEREAS**, the Administration and Township Council have engaged in negotiations with the membership of the AFSCME Local 2783 regarding a Collective Bargaining Agreement to cover the time period January 1, 2003 through December 31, 2006; and

**WHEREAS**, the parties tentatively reached settlement on the terms and conditions of an Agreement, which the Council accepted, which the Union membership approved by vote taken on or about December 16, 2003; and

**WHEREAS**, said agreement is attached hereto and made a part of this resolution; and

**WHEREAS**, the Administration has recommended to the Township Council that it accept this contract, and the Township Council has determined that it is in the best interest of the residents and citizens of the Township to enter into this Collective Bargaining Agreement with AFSCME Local 2783;

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Pemberton, County of Burlington and State of New Jersey that the Mayor and Clerk be and are hereby authorized and directed to execute the attached Agreement with AFSCME Local 2783 for the time period January 2, 2003 through December 31, 2006;

**BE IT FURTHER RESOLVED** that this authorization is conditioned upon adoption by the Township Council of an ordinance authorizing the wages, salaries and benefits contained in said Collective Bargaining Agreement.

**PEMBERTON TOWNSHIP COUNCIL**

**ATTEST:**

I herein certify that the foregoing Resolution was adopted by the governing body of Pemberton Township on December 18, 2003.



Mary Ann Young, CMC, Township Clerk

**AGREEMENT**

**Between**

**TOWNSHIP OF PEMBERTON**

**And**

**PEMBERTON TOWNSHIP EMPLOYEES UNION  
LOCAL 2783 AND DISTRICT COUNCIL 71  
AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO**

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**JANUARY 1, 2003 through DECEMBER 31, 2006**

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**PREAMBLE**

This Agreement entered into this \_\_\_\_\_, by and between the TOWNSHIP OF PEMBERTON, in the County of Burlington, New Jersey, a municipal corporation of the State of New Jersey, hereinafter called the "Township", and PEMBERTON TOWNSHIP EMPLOYEES UNION, LOCAL 2783, affiliated with District Council 71, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter called the "Union", represents the complete and final understanding on all bargainable issues between the Township and the Union.

**ARTICLE I**  
**RECOGNITION**

A. The Township hereby recognizes the Pemberton Township Employees Union, Local 2783, affiliated with District Council 71, American Federation of State, County and Municipal Employees, AFL-CIO, as the exclusive negotiating agent for the provisional and permanent employees in the following positions:

|                                  |                                      |
|----------------------------------|--------------------------------------|
| Clerk                            | Water Meter Reader                   |
| Clerk Typist                     | Truck Driver                         |
| Code Enforcement Officer Trainee | Traffic Maintenance/Truck Driver     |
| Code Enforcement Officer         | Senior Permit Clerk/Typing           |
| Assessing Clerk                  | Park Maintenance Worker              |
| Data Control Clerk               | Painter/Park Maintenance Worker      |
| Police Records Clerk             | Water Repairer                       |
| Senior Police Records Clerk      | Heavy Equipment Operator             |
| Senior Clerk Transcriber         | Water Foreman                        |
| Senior Assessing Clerk           | Animal Control Officer               |
| Account Clerk                    | Asst. Animal Control Officer         |
| Clerk Stenographer               | Senior Clerk Stenographer            |
| Violations Clerk                 | Data Entry Machine Operator/Typ.     |
| Sr. Account Clerk                | Welfare Investigator                 |
| Building Service Worker          | Senior Park Maintenance Worker       |
| Laborer                          | Equipment Operator                   |
| Senior Clerk Typist              | Mechanic                             |
| Purchasing Assistant             | Electrician                          |
| Principal Assessing Clerk        | Personnel Assistant/Admin. Secretary |
| Cashier                          | Court Attendant                      |
| Principal Clerk Transcriber      | Principal Clerk Typist               |

Administrative Secretary

Tax Clerk

Supervising Tax Clerk

Assistant Municipal Tax Collector

Sr. Water Meter Reader

Sr. Code Enforcement Officer

Principal Account Clerk

Principal Cashier

Senior Tax Clerk

Principal Tax Clerk

Sr. Water Repairer

Adult Day Care Worker

Supervising Clerk Typist

B. Any additional job classifications hereafter created shall be discussed with the Union.

**ARTICLE II**  
**MANAGEMENT RIGHTS**

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, and following rights:

To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;

To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of the policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

**ARTICLE III**  
**DUES DEDUCTION**

A. Dues deductions to the Union for members covered by this Agreement shall be made by the Township by said employees authorizing the deduction of dues from their pay. The appropriate Township official shall forward said dues deductions to the Union by the fifteenth (15th) of each month following the monthly pay period from which deductions are made. Employees shall have the authority to withdraw the authorization to the Township to deduct dues on their behalf. Any such written authorization to deduct dues may be withdrawn by the employee at any time by the filing of notice of withdrawal with the Township. The filing of notice of withdrawal shall become effective to halt deductions as of January 1st next succeeding the date on which notice of withdrawal is filed. The Union will provide the necessary "check-off authorizations forms" and deliver those signed forms to the Township Treasurer or other appropriate Township official.

B. If during the life of the Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Township written notice on official Union letterhead, thirty (30) days prior to the effective date of such change, the change in the rate of membership dues.

C. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon the Union regarding salary deduction authorization cards submitted by the Union to the Township.



## AGENCY SHOP

A. The Township agrees to deduct the fair share fees from the earnings of those employees who elect not to become a member of the Union and transmit the fees to the majority representative.

B. The deduction shall commence for each employee who elects not to become a member of the Union, thirty days after the date of hire. The Union shall inform the Township of the amount of the fair share assessment in the manner called for under Dues Deduction, Section B, of this Article.

C. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

D. The sum representing the fair share fee shall not reflect the cost of financial support of political causes of candidates except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.

E. The Union shall establish and maintain a procedure whereby any individual paying the agency fee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.

F. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union or the Township, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

**ARTICLE IV**  
**NO-STRIKE PLEDGE**

A. The Union covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) work stoppage, slowdown, walk-out or other job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, a slowdown or walk-out, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees with due process.

C. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walk-out or other job action against the Township.

D. Nothing contained in this agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both, in the event of such breach by the Union or its members.

E. The Township agrees that during the term of this Agreement, there shall be no "lock-out" under the penalties provided in this Article.

ARTICLE V  
HOURS AND OVERTIME

A. The normal work week shall consist of five consecutive days Monday through Friday for a total of forty (40) hours per week. The normal hours of work for office personnel shall be 8:00 a.m. to 4:30 p.m. The exceptions to the above include the following except as set forth below in paragraph I.

a) Department of Public Works hours are from 7:00 am – 3:30 pm

b) Water Department hours are from 7:00 am – 3:30 pm

c) Building Service Workers hours are from 7:00 am – 3:30 pm and 3:00 pm – 11:30 pm

d) Animal Control Officers days and hours as follows:

Shift 1 – Friday, Saturday, Sunday, and Monday – 7:00 am – 5:30 pm

Shift 2 – Tuesday through Saturday – 7:00 am – 3:30 pm

Shift 3 – Sunday through Thursday – 9:00 am – 5:30 pm

e) Adult Day Care Workers hours are from 7:30 a.m. – 4:00 p.m.

If the Township determines it desires to revise hours, it shall notify the Union and the parties shall initiate negotiations.

B. Overtime shall be paid for all time worked in excess of forty (40) hours per week and for the purposes of this Article, paid, unworked time shall be considered as time worked.

C. Overtime must be authorized in advance by the Department Head or his/her designee. All employees may be required to work a reasonable amount of overtime. Overtime shall be distributed among the employees of the Public Works Department via three lists: Buildings & Grounds; Streets & Roads; and Public Works' General List for Scheduled Overtime. Overtime shall be offered by order of seniority-qualified and capable on a rotating basis, except that an employee shall not be removed from a job in which said employee is performing on a particular day in order to provide such equitable distribution of overtime. Emergency event overtime, i.e., snowstorm, hurricane, foul weather or any other related occurrences, there shall be one mechanic on duty when three or more trucks are being utilized on a rotating basis.

D. Any employee required to work on a holiday recognized by this Agreement shall receive time and one-half (1½) his/her regular straight time hourly rate of pay for all work performed on the holiday, in addition to a day's pay at straight time for the holiday as such.

E. Meals During Emergency Overtime. **The Township shall provide each employee, who works emergency overtime (and shall not include manpower shortages due to employee vacation or other authorized leaves of absence), with a meal of not more than a seven (\$7.00) dollar cost in accordance with the provisions noted below unless provisions have been made to provide a meal.** An employee shall be entitled to the aforementioned meal during the emergency at the end of four (4) hours of continuous work outside the employee's normal work day if such work assignment shall be for a duration of five (5) or more hours. This provision shall be applicable for each five (5) hour period of continuous work thereafter.

F. Commencing with the signing of this contract, **an employee who is called in to work after having completed his/her regular work week or daily work shift at a time not contiguous to the employee's regular work day, shall receive a minimum of two (2) hours pay at the rate of time and one-half (1.5) the employee's regular straight time rate of pay for work performed during the call-in period.**

G. Two (2) ten (10) minute breaks during the work day shall be provided to each employee, consisting of one (1) break during the first half of the work day and one (1) break in the second half. In addition, each employee shall be entitled to an unpaid forty-five (45) minute lunch break to be taken at a time agreed to by the supervisor and employee.

H. **An employee shall have the option of utilizing compensatory time, as opposed to receiving overtime payments, but only with the prior approval of the department head and consistent with the provisions of the Fair Labor Standards Act, 29 USC Section 201, et seq. Employees in this bargaining unit may accrue up to a maximum of 240 hours of compensatory time, i.e., 160 actual hours worked. Once an employee has accumulated the maximum they shall receive pay for the overtime worked until their accrual drops below the maximum limitation. Employees shall be permitted to use compensatory time within a reasonable period after making a request, unless the use of such time would be "unduly disruptive" to the department. Any accrued time an employee has as of December 31, 2003 must be utilized by the employee no later than June 30, 2004. Thereafter any time earned between January 1<sup>st</sup> and June 30<sup>th</sup> must be used by December 31<sup>st</sup> of the same year. Any time earned between July 1<sup>st</sup> and December 31<sup>st</sup> must be utilized by**

**June 30<sup>th</sup> of the following year. If an employee is turned down for utilizing time, he/she will be paid for the time. If an employee does not try to schedule the time within the proper time period, then the time would be lost.**

- I. If night court is required the parties agree to the following terms and conditions:
  1. There will be no more than four (4) night courts per month.
  2. The Deputy Trial Court Administrator shall work each night session and the other clerks/administrators shall work on a rotating basis.
  3. Employees working a night session shall begin work at 2:30 p.m. and the normal session shall end at 11:00 p.m. Any work past 11:00 p.m. shall be considered overtime.
  4. Any employee splitting his or her work assignment between the court office and another office will work out of the court only when working night sessions.
  5. Employees working the night session will receive a 12% shift differential for all hours worked after 4:30 p.m.

**ARTICLE VI**

**VACATIONS**

A. The number of years of service to the Township for purposes of vacations will be determined as of January 1st of each year, except during the first and last years of service when the determination as to years of service will be the date of appointment and the vacation leave will be pro-rated as to actual time on the job.

B. All employees shall be granted annual vacation leave based upon the following schedule:

| <b><u>YEARS OF SERVICE</u></b>   | <b><u>ANNUAL VACATION HOURS EARNED</u></b> |
|--|--|
| Date of hire through the third (3rd) year of service                       | 96 vacation hours/12 vacation days         |
| Beginning of fourth (4th) year through tenth (10th) year of service        | 120 vacation hours/15 vacation days        |
| Beginning of eleventh (11th) year through fifteenth (15th) year of service | 160 vacation hours/20 vacation days        |
| Over fifteen (15) years of service   | 200 vacation hours/25 vacation days        |

C. Vacation leave shall be scheduled for the mutual convenience of the Township and its employees. Vacation shall be scheduled by the Department Head or designee so as not to interfere with the efficient operation of the Department.

D. If in any calendar year vacation leave is not used, the unused vacation leave for that year shall be used during the next succeeding year only.

E. Vacation schedules shall be posted on the bulletin board within each department by the Township on January 2nd of each year and they shall remain posted until March 15th for the employees to select their vacations on a seniority basis in one (1) week blocks. In the event an employee has failed to make a selection by the aforementioned deadline, such employee may, nevertheless, make a vacation selection thereafter without regard to seniority for such vacation time as remains available on the schedule.

**ARTICLE VII**  
**LEAVES OF ABSENCE**

A. Injury in the Line of Duty.

If any employee is injured in the line of duty and unable to work, he/she shall be entitled to injury leave with full pay during the period he/she is unable to perform his/her duties. Certification of injury in the line of duty shall be made by the Township's designated physician and if necessary, by the Township insurance carrier physician as well. If an employee sustains an injury while in the Township's employ and on duty, the employee will be continued without loss of pay for a maximum of one (1) year from the date of the accident. Such eligibility for this leave is determined by the definition of job injury as set out in the New Jersey Workers' Compensation Law.

B. Personal Leave.

**The Township shall permit all employees covered by this Agreement to take up to three (3) personal leave days per year with pay. Employees shall be allowed to request the use of personal days at any time so long as the scheduling of such leave shall not interfere with the efficient operation of the employee's respective department. The granting of personal leave time shall not be unreasonably denied.**

Failure to use the personal leave time in question shall not cause the Township to make any payment for such time not utilized and personal leave shall not be cumulative in nature.

C. Bereavement Leave.

The Township shall provide all employees covered under the terms of this Agreement with three (3) calendar days of leave of absence, from the day of death or the day of funeral, with pay in event of death in the immediate family. Immediate family, as defined for this Article, shall include husband, wife, father, mother, father-in-law, mother-in-law, brother, sister, child, step-child, ward, legal guardian, stepmother, stepfather, son-in-law, daughter-in-law, grandmother, grandfather, grandchildren, sister-in-law, and brother-in-law. Failure to use bereavement leave shall not cause the Township to make any payment for such time not utilized and bereavement leave shall not be cumulative in nature. The Mayor or designee may also grant, in his/her discretion, up to two (2) days travel time, if needed, for the employee to travel to and from the funeral.

D. Union Leave.

The Township shall, during the life of this Agreement, provide time off, with pay, to a maximum of two (2) persons (with no more than one from any single department) as designated by the President of the Union, to

attend Union business or attend Union conventions, for a period not to exceed six (6) working days per year. Said six (6) day requirement shall be cumulative in nature for both persons in that neither person may take more than six (6) days off combined for Union business during any year. Unused Union leave shall not accumulate from year to year.



**ARTICLE VIII**  
**HEALTH AND WELFARE INSURANCE**

- A. The Township shall continue to provide medical, life, dental and disability insurance.
- B. **A disability income policy will be provided to all full-time, permanent and provisional employees. The weekly benefits under this policy will be no less than 66.67% of an employee's base earnings, up to a maximum of \$450.00 per week available after the 15<sup>th</sup> day of disability (accident induced) and the 15<sup>th</sup> day of illness up to a maximum of twenty-six weeks.**
- C. The Township shall provide prescription coverage for all Township Employees for a two dollar (\$2.00) co-pay plan.
- D. The Township retains the right to change carriers and/or self-insure so long as substantially similar benefits are provided. **Commencing January 1, 2004 the Township will institute payroll deductions of \$5.00 per pay period and commencing January 1, 2005 and continuing thereafter the payroll deduction will increase to \$10.00.**
- E. The Township will pay up to **one hundred (\$100.00) dollars per year per family member for an eye examination or prescription glasses.** "Family" includes the employee, employee's spouse and children only.
- F. In the event an employee's spouse, who is not employed by the Township, obtains appropriate medical coverage to include the employee and proof of such coverage is presented, along with a waiver and request for reimbursement, the employee shall receive a **fifteen hundred (1,500.00) dollar cash payment per year in lieu of receiving Township provided insurance coverage.** It should be noted that if the employee chooses to terminate the stipend and return to Township insurance coverage, that the employee will receive the prorated share of the stipend earned while on the plan and will be covered immediately upon completion of the appropriate application and coverage documents. **So long as the employer is providing insurance under a self-insured program, there shall be no opt-out payment to employees that are married and both employed by the Township. If the employer moves to a non-self insured plan, then married employees may opt-out and would receive the same amount as stated above.**

G.. Benefits upon retirement. After twenty-five (25) years of continuous service, with Pemberton Township, the Township will provide continued health & medical benefits for the employee only, at a single person's rate of coverage. **Retirees will receive the same health benefits as current active employees.**

**ARTICLE IX**  
**UNIFORM ALLOWANCE**

- A. Upon commencing employment with the Township, each employee covered by this Agreement shall be provided five (5) industrial uniforms. A uniform shall consist of one (1) shirt and one (1) pair of pants. In addition to the shirt and pants, each employee shall receive one (1) winter jacket and foul weather gear as is necessary and required by the Township. Once an employee has received said uniforms, the Township shall replace said uniforms on a "wear-and-tear" basis. In this regard, the employee must bring to the Department Head or designee the article of clothing in question in order for the Township to determine whether or not the item shall be replaced. (This provision shall only apply to persons "in question" who are presently receiving uniforms.)
- B. The Township will reimburse employees **up to \$70.00 for boots in years 2003 and 2004 of the contract. In years 2005 and 2006 the township will reimburse employees up to \$100.00.** Employees must bring old boots to Department Head to determine whether the boots should be replaced.
- C. The Township shall pay to all employees covered by this Agreement an annual cleaning allowance of one hundred twenty-five (\$125.00) dollars per year. The annual cleaning allowance shall be paid to the employees covered by this agreement by the last pay in November of each year. This cleaning allowance shall be prorated on a monthly basis. If an employee terminates his/her employment with the Township for any reason during the year, the employee shall receive only the amount of clothing maintenance payable for the month(s) during which the employee worked for the Township.

**ARTICLE X**  
**LONGEVITY AND SALARY**

A. Longevity.

For the term of this contract, effective January 1, 2003, all full time employees, except those on probation, in addition to their annual salaries, shall be paid upon their base pay during each pay period longevity payment as follows:

|  |    |
|--|----|
| After five (5) continuous years of service     | 4% |
| After ten (10) continuous years of service     | 6% |
| After fifteen (15) continuous years of service | 8% |

Longevity payments shall be included with base salary payments, but shall not be considered for purposes of retirement or overtime.

B. Salary Increases.

**For 2003, effective January 1, 2003, the 2002 wage rate schedule reflecting hourly rates for all steps in each salary range as attached will be increased by 3.25%**

**For 2004, effective January 1, 2004, the 2003 wage rate schedule reflecting hourly rates for all steps in each salary range as attached will be increased by 3.25%**

**For 2005, effective January 1, 2005, the 2004 wage rate schedule reflecting hourly rates for all steps in each salary range as attached will be increased by 3.5%.**

**For 2006, effective January 1, 2006, the 2005 wage rate schedule reflecting hourly rates for all steps in each salary range as attached will be increase by 3.5%.**

C. The Township has instituted a payroll plan for payroll every two (2) weeks, that is twenty-six (26) or twenty-seven (27) pay periods per year. The Township will give the employees covered under this Agreement not less than sixty (60) days notice prior to the institution of any change in the payroll plan.

D. Animal Control Officers shall receive a shift differential of **twelve percent (12%)** of their hourly wage for those hours worked on weekends.

**E. Building Service Workers' second shift shall receive a shift differential of twelve percent (12%).**

**ARTICLE XI**  
**EDUCATIONAL PROVISIONS**

- A. Tuition shall be reimbursed by the Township for all college level equivalent courses and educational training courses beginning with January 1, 1987 in which the employee maintains a "C" or better average or a "Passing" grade for those courses graded "Pass/Fail." All course participation must be authorized by the Mayor or Business Administrator in advance and must directly relate to work responsibilities of the employee.
- B. Upon successful completion of the courses of the college level equivalent courses and education training courses pursuant to Section A, and upon presentation of appropriate verification, the Township will reimburse the employee for the cost of required books purchased for those courses.

**ARTICLE XII**  
**SAFETY AND HEALTH**

- A. The Township shall maintain safe and healthful working conditions for all employees covered by this Agreement and will provide employees with any wearing apparel, including foul weather clothing, tools or devices that may be reasonably necessary to ensure their health and safety.
- B. The Union shall designate a Safety Committee for each unit of representation. It shall be their responsibility to investigate unsafe or unhealthy conditions. They shall meet periodically, as necessary, to review conditions in general to make appropriate recommendations to either or both parties. The Safety Committee member representing the Union shall be permitted a reasonable opportunity to visit work locations throughout the Township's facilities where employees covered by this Agreement perform their duties, for the purpose of investigating safety and health conditions. Said inspections shall be conducted during working hours with no loss of pay for a period not to exceed one (1) hour per week, unless additional time is specifically requested and authorized by the Mayor or Business Administrator.
- C. The Township shall provide employees official identification.
- D. The Township shall attempt to schedule two (2) employees on each truck during snow or ice removal duty during night time hours, which are defined as the hours between 10:00 p.m. and 5:00 a.m. However, the department head may elect to assign one (1) employee for each truck during this period. This election shall not be subject to a grievance.

**ARTICLE XIII**  
**NON-DISCRIMINATION**

The Township and the Union agree not to discriminate against any individual with respect to hiring, compensation, and/or terms or conditions of employment covered by this Agreement because of such individual's race, color, creed, religion, sex, national origin, handicap or age. The Union and the Township agree not to discriminate against any employee covered by this Agreement because of his membership or non-membership in the Union.



**ARTICLE XIV**  
**GRIEVANCE PROCEDURE**

**SECTION 1**

A grievance is a complaint that there has been an improper application, interpretation or violation of this Agreement. Also, included in the scope of grievable items are disciplinary actions, which are appealable to the New Jersey Department of Personnel as a matter of right. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss and resolve the matter informally with any appropriate member of the department.

**SECTION 2**

Complaints may be initiated by an employee to his/her superior. **If the employee's complaint deals with improper action by the employee's supervisor, then the employee or the Union representative may initiate this step with the Department head or the Township Business Administrator whichever would be applicable.** An earnest effort shall be made to settle the dispute immediately. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a grievance, it shall be presented by the employee or by the authorized Association representative.

**SECTION 3**

When the Union wishes to present a grievance for itself or for an employee or group of employees for settlement or when an aggrieved employee wishes to present a grievance, such grievance shall be presented as follows:

Step 1: Within seven (7) working days of the event giving rise to the grievance, the aggrieved employee, the President of the Union or his/her duly authorized representative, shall present the grievance in writing to the Department Head or his duly designated representative. The Department Head shall answer the grievance within seven (7) working days.

Step 2: If the grievance is not resolved at Step 1 or if no answer has been received within the time set forth in Step 1, or if no answer has been received within the time set forth in Step 1, the Union shall present the grievance within seven (7) working days in writing to the Township Business Administrator. This presentation shall set forth the position of the Union, and at the request of either party, discussions

may ensue. The Township Business Administrator shall answer the grievance in writing within fifteen (15) working days after receipt of the grievance setting forth the position of the employer.

Step 3: If the grievance is not resolved at Step 2 or if no answer has been received by the Union within the time set forth in Step 2, the grievance may be presented in writing within ten (10) working days to the Mayor. The final decision of the Mayor shall be given to the Union in writing within thirty (30) days after the receipt of the grievance, said time period may be extended by consent of the Union.

Step 4: If the grievance has not been settled by the parties at Step 3 of the grievance procedure or if no answer in writing by the Mayor has been received by the Union within the time provided in Step 3, the Union may invoke arbitration of the grievance in accordance with Article XIV hereof.

In the event a grievance is not processed in accordance with the time limitations set forth above, unless such time limitations are waived by both parties, the grievance shall be deemed satisfactorily resolved and no further action may be taken pursuant to this Article.

## ARBITRATION

### SECTION 1

- (A) Any grievance not settled by the grievance procedure as herein provided, may be referred to an arbitrator as hereinafter provided.
  
- (B) The Union may institute arbitration proceedings when the grievance procedure has been exhausted by requesting the Public Employment Relations Commission to appoint an arbitrator to hear the dispute in the manner set forth in the Rules and Regulations and Statement of Procedure of the Public Employment Relations Commission. A copy of said request shall be forwarded to the Mayor.
  
- (C) The cost for the services of the arbitrator shall be born equally between the Township and the Union. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same.

(D) The Township and the Union shall be limited to placing one (1) issue before an arbitrator at any one (1) time. The arbitrator shall be prohibited from hearing more than one (1) grievance, except by mutual consent of the parties. The arbitrator shall be bound by the provisions of the Agreement and restricted to the application of facts presented to him/her involved in the grievance. The arbitrator shall not have the authority to add to, modify, subtract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The Arbitrator shall set forth his/her findings of fact and reasons for making the award within thirty (30) days after the conclusion of the arbitration hearing, unless agreed to otherwise by the parties.

(E) The arbitrator's decision shall be final and binding on all parties.

(F) In any case where the grievance may be appealed to the New Jersey Department of Personnel, the election of arbitration shall preclude resort by the employee or the Union to the Department of Personnel. Conversely, if the grievance is appealed to the Department of Personnel, the employee or Union shall be barred from proceeding to arbitration in accordance with this Article.

**ARTICLE XV**  
**SICK LEAVE**

- A. Sick leave shall be defined as an absence of an employee from post or duty because of illness, accident or exposure to contagious disease.
- B. Permanent full time employees shall accrue sick leave on the basis of eight (8) hours per month during the remainder of the first calendar year of employment after initial appointment and one hundred and twenty (120) hours in every calendar year thereafter. Permanent part time employees shall receive sick leave on a prorated basis.
- C. Employees covered under this Agreement have the option to indefinitely accumulate sick leave or, in any given year, to request payment for any unused sick leave for that year only up to a maximum of fifty (50%) percent of that year's sick leave at the employee's rate of pay as of the previous July 1st. Payment under this provision shall be made by the last pay in November of each year. However, employees must notify the Township that they are electing to receive payment under this provision in writing, no later than November 1st of each year with the amount of sick leave eligible for payment to be determined as of that date. Furthermore, in order to qualify for payment, an employee must maintain a bank of at least one hundred and twenty (120) sick hours, not including the hours sought for reimbursement.
- D. Verification of Sick Leave.
- An employee who has been absent on sick leave for five (5) or more consecutive work days may be required to submit acceptable medical evidence substantiating the illness.
- a. An employee who has been absent on sick leave for periods totaling more than one hundred and twenty (120) hours in one calendar year consisting of periods of not less than five (5) days shall have his/her sick leave record reviewed by the respective appointing authority and thereafter may be required to submit acceptable medical evidence for any additional sick leave in that year. In cases where an illness of a chronic or recurring nature causing recurring absences of one day or less, only one submission of such proof shall be necessary for a period of six (6) months.

b. The appointing authority may require proof of illness of an employee on sick leave whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

(1) In case of leave of absence due to exposure to a contagious disease, a certification from the Department of Health shall be required.

(2) In the case of death in the immediate family, reasonable proof shall be required.

(3) The appointing authority may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined, at the expense of the agency, by a physician designated by the appointing authority. Such examination shall establish whether the employee is capable of performing his/her normal duties and his/her return will not jeopardize the health of other employees.

E Upon termination in good standing or retirement, an employee is entitled to be reimbursed for fifty (50) percent of his/her accumulated sick leave up to a maximum of \$5,000.00. However, any employee who at the date of the execution of this contract has accumulated more than \$10,000 in sick leave may be reimbursed for fifty (50%) percent of his/her accumulated sick leave up to a maximum of \$10,000.

F. Sick Leave is permitted to be used in one hour increments.

G. Use of sick leave is permitted for medical, dental or eye examinations for employees and members of their immediate family.

**ARTICLE XVI**

**HOLIDAYS**

A. All employees covered under the terms of this Agreement shall celebrate the following paid observed holidays:

|                        |                           |
|------------------------|---------------------------|
| New Year's Day         | Labor Day                 |
| Martin Luther King Day | Columbus Day              |
| President's Day        | Veterans Day              |
| Good Friday            | Thanksgiving              |
| Easter Monday          | Friday after Thanksgiving |
| Memorial Day           | Christmas Eve             |
| Independence Day       | Christmas                 |

B. Holidays that fall on Saturday shall be celebrated on the preceding Friday. Holidays that fall on Sunday shall be celebrated on the following Monday.

C. Any employee who is required to work on a holiday shall receive pay at time and one-half (1½), as well as a normal day's pay.

D. In order to qualify for holiday pay, employees must work their scheduled workday immediately preceding and their scheduled workday immediately following the holiday or holiday weekends unless excused by the Department Head. Employees who are on leave of absence without pay will not be eligible for holiday pay.

E. Holiday pay referred to in Section C of this Article shall not be included in calculation of payments to the retirement system, nor be considered as part of base salary for the purpose of determining longevity or overtime.

**ARTICLE XVII**  
**UNION INFORMATION**

A. The Township shall provide bulletin boards for the unit covered by this Agreement. Notices of Union meetings, official Union business, Union social, recreational and educational events shall be the material posted by the Union on the bulletin boards. Such notices shall be signed by the Union President or designee prior to posting and must be on Union letterhead. No notices of political nature nor notices disrespectful to the Township or officials of the Township shall be posted on said bulletin boards. The Township will make available the Bulletin of the New Jersey Department of Personnel for job openings.

B. It is agreed that representatives of the employer and the Union will meet from time to time upon the request of either party to discuss matters of general interest or concern, matters that are not necessarily a grievance as such. Said meetings shall be initiated by written request of either party and shall reflect the precise agenda of the meeting.

C. The Township will allow membership packets furnished by the Union to be placed in suitable areas so they may be obtained by new employees.

D. All positions applicable under this contract that become vacant within the Township shall be published on bulletin boards.

**ARTICLE XVIII**

**SENIORITY**

The Township agrees that it will abide by the New Jersey Department of Personnel regulations concerning seniority matters. Seniority commences as of the date employment or re-employment if an employee has left the Township's employ. The Township shall maintain an accurate, up-to-date seniority roster showing the date of hire, classification and pay rate of each employee covered by this Agreement, and the Township shall furnish copies of the same to the Union upon reasonable request.



**ARTICLE XIX**

**RESIDENCY REQUIREMENTS**

**All employees hired must be a township resident at the time of hire and remain a resident for at least ten (10) years prior to being allowed to relocate outside the township**

**ARTICLE XX**  
**JOB POSTINGS AND PROMOTIONS**

**All newly created positions or vacancies in positions shall be posted on pertinent bulletin boards in all departments of the township for at least ten (10) working days before filling said position by the township. The notice shall also be placed with employees' paychecks on the pay day prior to the posting. The posting would include provisional as well as permanent appointments. All pertinent information shall be included in the posting. The employer shall provide a copy of the posting to the local union president. All employees interested in applying shall be given applications. Such applications shall be submitted to the employer no later than the end of the ten (10) working day posting period. The union shall be notified of the appointment to the position.**

**Promotions will be considered upon written request from supervisor, individual employees, the union and/or at the initiative of the Township Administration.**

**The Township may advance employees in job titles based on job duties performed, performance evaluations and in accordance with New Jersey Department of Personnel examinations and procedures.**

**No such requests will be considered unless an employee has been in a job title for a minimum of three (3) years, or the job duties have changed to such an extent that a higher title must be looked at, or a written agreement was promulgated upon hiring that granted such a consideration.**

**ARTICLE XXI**  
**SEPARABILITY AND SAVINGS**

If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

**ARTICLE XXII**  
**FULLY BARGAINED AGREEMENT**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ORDINANCE NO.

SCHEDULE A

2003

| <u>CLASSIFICATION</u>           | <u>GRADE NO.</u> | <u>STEP #1</u> | <u>STEP #2</u> | <u>STEP #3</u> | <u>STEP #4</u> | <u>STEP #5</u> |
|---------------------------------|------------------|----------------|----------------|----------------|----------------|----------------|
| FOOD SVC. I                     | 2                | 6.94           | 7.20           | 7.45           | 7.73           | 7.93           |
| FOOD SVC. II                    | 3                | 7.93           | 8.21           | 8.49           | 8.77           | 9.04           |
| ADULT DAY CARE WORKER           | 5                | ----           | ----           | 11.76          | 12.15          | 12.50          |
| CLERK                           | 5                | ----           | ----           | 11.76          | 12.15          | 12.50          |
| COURT ATTENDANT                 | 7                | 11.76          | 12.15          | 12.50          | 12.92          | 13.40          |
| WELFARE INVESTIGATOR            | 7                | 11.76          | 12.15          | 12.50          | 12.92          | 13.40          |
| CODE ENFORCEMENT OFFICER TR.    | 8                | 12.06          | 12.15          | ----           | ----           | ----           |
| DATA CONTROL CLERK              | 10               | 12.92          | 13.40          | 13.80          | 14.26          | 14.80          |
| BUILDING SERVICE WORKER         | 10               | 12.92          | 13.40          | 13.80          | 14.26          | 14.80          |
| CLERK TYPIST                    | 12               | 13.80          | 14.26          | 14.80          | 15.20          | 15.77          |
| ASST. ANIMAL CONTROL OFFICER    | 12               | 13.80          | 14.26          | 14.80          | 15.20          | 15.77          |
| CASHIER                         | 12               | 13.80          | 14.26          | 14.80          | 15.20          | 15.77          |
| ASSESSING CLERK                 | 12               | 13.80          | 14.26          | 14.80          | 15.20          | 15.77          |
| POLICE RECORDS CLERK            | 12               | 13.80          | 14.26          | 14.80          | 15.20          | 15.77          |
| LABORER                         | 12               | 13.80          | 14.26          | 14.80          | 15.20          | 15.77          |
| WATER METER READER              | 12               | 13.80          | 14.26          | 14.80          | 15.20          | 15.77          |
| DATA ENTRY MACH OPER/TYP        | 12               | 13.80          | 14.26          | 14.80          | 15.20          | 15.77          |
| CODE ENFORCEMENT OFFICER        | 12               | 13.80          | 14.26          | 14.80          | 15.20          | 15.77          |
| TAX CLERK                       | 12               | 13.80          | 14.26          | 14.80          | 15.20          | 15.77          |
| ANIMAL CONTROL OFFICER          | 13               | ----           | ----           | 15.20          | 15.77          | 16.29          |
| ACCOUNT CLERK                   | 14               | 14.80          | 15.20          | 15.77          | 16.29          | 16.86          |
| CLERK STENOGRAPHER              | 14               | ----           | ----           | 15.77          | 16.29          | 16.86          |
| VIOLATIONS CLERK                | 14               | ----           | ----           | 15.77          | 16.29          | 16.86          |
| PURCHASING ASSISTANT            | 14               | 14.80          | 15.20          | 15.77          | 16.29          | 16.86          |
| SR. PERMIT CLERK/TYPING         | 14               | 14.80          | 15.20          | 15.77          | 16.29          | 16.86          |
| SR. POLICE RECORDS CLERK        | 14               | 14.80          | 15.20          | 15.77          | 16.29          | 16.86          |
| SENIOR CLERK TYPIST             | 14               | 14.80          | 15.20          | 15.77          | 16.29          | 16.86          |
| SENIOR CLERK TRANSCRIBER        | 14               | 14.80          | 15.20          | 15.77          | 16.29          | 16.86          |
| SENIOR TAX CLERK                | 14               | 14.80          | 15.20          | 15.77          | 16.29          | 16.86          |
| SENIOR WATER METER READER       | 14               | 14.80          | 15.20          | 15.77          | 16.29          | 16.86          |
| SENIOR CODE ENFORCEMENT OFFICER | 14               | 14.80          | 15.20          | 15.77          | 16.29          | 16.86          |
| TRUCK DRIVER                    | 15               | 15.20          | 15.77          | 16.29          | 16.86          | 17.49          |
| PARK MAINT WORKER               | 15               | ----           | ----           | 16.29          | 16.86          | 17.49          |
| PAINTER/PARK MAINT              | 15               | ----           | ----           | 16.29          | 16.86          | 17.49          |
| WATER REPAIRER                  | 15               | ----           | ----           | 16.29          | 16.86          | 17.49          |
| ELECTRICIAN                     | 15               | 15.20          | 15.77          | 16.29          | 16.86          | 17.49          |
| SENIOR ASSESSING CLERK          | 16               | ----           | ----           | 16.86          | 17.49          | 18.12          |
| SENIOR ACCOUNT CLERK            | 17               | ----           | ----           | 17.49          | 18.12          | 18.75          |
| SENIOR CLERK STENO              | 17               | ----           | ----           | 17.49          | 18.12          | 18.75          |
| SR. PARK MAINT WORKER           | 17               | 16.29          | 16.86          | 17.49          | 18.12          | 18.75          |
| TRAFF MAINT/TRUCK DRIVER        | 17               | 16.29          | 16.86          | 17.49          | 18.12          | 18.75          |
| EQUIPMENT OPERATOR              | 17               | 16.29          | 16.86          | 17.49          | 18.12          | 18.75          |
| SENIOR WATER REPAIRER           | 17               | 16.29          | 16.86          | 17.49          | 18.12          | 18.75          |

|                              |    |       |       |       |       |       |
|------------------------------|----|-------|-------|-------|-------|-------|
| PRINC. ASSESSING CLERK       | 18 | 16.86 | 17.49 | 18.12 | 18.75 | 19.51 |
| PRINC. CLERK TRANSCRIBER     | 18 | 16.86 | 17.49 | 18.12 | 18.75 | 19.51 |
| PRINC. CLERK TYPIST          | 18 | 16.86 | 17.49 | 18.12 | 18.75 | 19.51 |
| PRINC. CASHIER               | 18 | 16.86 | 17.49 | 18.12 | 18.75 | 19.51 |
| PRINC. TAX CLERK             | 18 | 16.86 | 17.49 | 18.12 | 18.75 | 19.51 |
| PRINC. ACCOUNT CLERK         | 18 | 16.86 | 17.49 | 18.12 | 18.75 | 19.51 |
| MECHANIC                     | 18 | ----  | ----  | 18.12 | 18.75 | 19.51 |
| HEAVY EQUIPMENT OPERATOR     | 19 | 16.86 | 17.49 | 18.75 | 19.51 | 20.22 |
| ADMINISTRATIVE SECRETARY     | 20 | 18.75 | 19.51 | 20.22 | 20.97 | 21.79 |
| SUPERVISING TAX CLERK        | 20 | 18.75 | 19.51 | 20.22 | 20.97 | 21.79 |
| WATER FORMAN                 | 22 | ----  | ----  | 20.96 | 21.79 | 22.62 |
| ASST MUNICIPAL TAX COLLECTOR | 22 | ----  | ----  | 20.96 | 21.79 | 22.62 |
| PERSONNEL ASST/ADMIN SEC     | 25 | 22.62 | 23.65 | 24.72 | 25.83 | 26.98 |
| SUPERVISING CLERK TYPIST     | 25 | 22.62 | 23.65 | 24.72 | 25.83 | 26.98 |

ORDINANCE NO.

SCHEDULE B

2004

| <u>CLASSIFICATION</u>           | <u>GRADE NO.</u> | <u>STEP #1</u> | <u>STEP #2</u> | <u>STEP #3</u> | <u>STEP #4</u> | <u>STEP #5</u> |
|---------------------------------|------------------|----------------|----------------|----------------|----------------|----------------|
| FOOD SVC. I                     | 2                | 7.17           | 7.43           | 7.69           | 7.98           | 8.19           |
| FOOD SVC. II                    | 3                | 8.19           | 8.48           | 8.77           | 9.06           | 9.33           |
| ADULT DAY CARE WORKER           | 5                | ----           | ----           | 12.14          | 12.54          | 12.91          |
| CLERK                           | 5                | ----           | ----           | 12.14          | 12.54          | 12.91          |
| COURT ATTENDANT                 | 7                | 12.14          | 12.54          | 12.91          | 13.34          | 13.84          |
| WELFARE INVESTIGATOR            | 7                | 12.14          | 12.54          | 12.91          | 13.34          | 13.84          |
| CODE ENFORCEMENT OFFICER TR     | 8                | 12.45          | 12.54          | ----           | ----           | ----           |
| DATA CONTROL CLERK              | 10               | 13.34          | 13.84          | 14.25          | 14.72          | 15.28          |
| BUILDING SERVICE WORKER         | 10               | 13.34          | 13.84          | 14.25          | 14.72          | 15.28          |
| CLERK TYPIST                    | 12               | 14.25          | 14.72          | 15.28          | 15.69          | 16.28          |
| ASST. ANIMAL CONTROL OFFICER    | 12               | 14.25          | 14.72          | 15.28          | 15.69          | 16.28          |
| CASHIER                         | 12               | 14.25          | 14.72          | 15.28          | 15.69          | 16.28          |
| ASSESSING CLERK                 | 12               | 14.25          | 14.72          | 15.28          | 15.69          | 16.28          |
| POLICE RECORDS CLERK            | 12               | 14.25          | 14.72          | 15.28          | 15.69          | 16.28          |
| LABORER                         | 12               | 14.25          | 14.72          | 15.28          | 15.69          | 16.28          |
| WATER METER READER              | 12               | 14.25          | 14.72          | 15.28          | 15.69          | 16.28          |
| DATA ENTRY MACH OPER/TYP        | 12               | 14.25          | 14.72          | 15.28          | 15.69          | 16.28          |
| CODE ENFORCEMENT OFFICER        | 12               | 14.25          | 14.72          | 15.28          | 15.69          | 16.28          |
| TAX CLERK                       | 12               | 14.25          | 14.72          | 15.28          | 15.69          | 16.28          |
| ANIMAL CONTROL OFFICER          | 13               | ----           | ----           | 15.69          | 16.28          | 16.82          |
| ACCOUNT CLERK                   | 14               | 15.28          | 15.69          | 16.28          | 16.82          | 17.41          |
| CLERK STENOGRAPHER              | 14               | ----           | ----           | 16.28          | 16.82          | 17.41          |
| VIOLATIONS CLERK                | 14               | ----           | ----           | 16.28          | 16.82          | 17.41          |
| PURCHASING ASSISTANT            | 14               | 15.28          | 15.69          | 16.28          | 16.82          | 17.41          |
| SR. PERMIT CLERK/TYPING         | 14               | 15.28          | 15.69          | 16.28          | 16.82          | 17.41          |
| SR. POLICE RECORDS CLERK        | 14               | 15.28          | 15.69          | 16.28          | 16.82          | 17.41          |
| SENIOR CLERK TYPIST             | 14               | 15.28          | 15.69          | 16.28          | 16.82          | 17.41          |
| SENIOR CLERK TRANSCRIBER        | 14               | 15.28          | 15.69          | 16.28          | 16.82          | 17.41          |
| SENIOR TAX CLERK                | 14               | 15.28          | 15.69          | 16.28          | 16.82          | 17.41          |
| SENIOR WATER METER READER       | 14               | 15.28          | 15.69          | 16.28          | 16.82          | 17.41          |
| SENIOR CODE ENFORCEMENT OFFICER | 14               | 15.28          | 15.69          | 16.28          | 16.82          | 17.41          |
| TRUCK DRIVER                    | 15               | 15.69          | 16.28          | 16.82          | 17.41          | 18.06          |
| PARK MAINT WORKER               | 15               | ----           | ----           | 16.82          | 17.41          | 18.06          |
| PAINTER/PARK MAINT              | 15               | ----           | ----           | 16.82          | 17.41          | 18.06          |
| WATER REPAIRER                  | 15               | ----           | ----           | 16.82          | 17.41          | 18.06          |
| ELECTRICIAN                     | 15               | 15.69          | 16.28          | 16.82          | 17.41          | 18.06          |
| SENIOR ASSESSING CLERK          | 16               | ----           | ----           | 17.41          | 18.06          | 18.71          |
| SENIOR ACCOUNT CLERK            | 17               | ----           | ----           | 18.06          | 18.71          | 19.36          |
| SENIOR CLERK STENO              | 17               | ----           | ----           | 18.06          | 18.71          | 19.36          |
| SR. PARK MAINT WORKER           | 17               | 16.82          | 17.41          | 18.06          | 18.71          | 19.36          |
| TRAFF MAINT/TRUCK DRIVER        | 17               | 16.82          | 17.41          | 18.06          | 18.71          | 19.36          |
| EQUIPMENT OPERATOR              | 17               | 16.82          | 17.41          | 18.06          | 18.71          | 19.36          |

|                              |    |       |       |       |       |       |
|------------------------------|----|-------|-------|-------|-------|-------|
| SENIOR WATER REPAIRER        | 17 | 16.82 | 17.41 | 18.06 | 18.71 | 19.36 |
| PRINC. ASSESSING CLERK       | 18 | 17.41 | 18.06 | 18.71 | 19.36 | 20.14 |
| PRINC. CLERK TRANSCRIBER     | 18 | 17.41 | 18.06 | 18.71 | 19.36 | 20.14 |
| PRINC. CLERK TYPIST          | 18 | 17.41 | 18.06 | 18.71 | 19.36 | 20.14 |
| PRINC. CASHIER               | 18 | 17.41 | 18.06 | 18.71 | 19.36 | 20.14 |
| PRINC. TAX CLERK             | 18 | 17.41 | 18.06 | 18.71 | 19.36 | 20.14 |
| PRINC. ACCOUNT CLERK         | 18 | 17.41 | 18.06 | 18.71 | 19.36 | 20.14 |
| MECHANIC                     | 18 | ----- | ----- | 18.71 | 19.36 | 20.14 |
| HEAVY EQUIPMENT OPERATOR     | 19 | 17.41 | 18.06 | 19.36 | 20.14 | 20.88 |
| ADMINISTRATIVE SECRETARY     | 20 | 19.36 | 20.14 | 20.88 | 21.65 | 22.50 |
| SUPERVISING TAX CLERK        | 20 | 19.36 | 20.14 | 20.88 | 21.65 | 22.50 |
| WATER FORMAN                 | 22 | ----- | ----- | 21.64 | 22.50 | 23.36 |
| ASST MUNICIPAL TAX COLLECTOR | 22 | ----- | ----- | 21.64 | 22.50 | 23.36 |
| PERSONNEL ASST/ADMIN SEC.    | 25 | 23.36 | 24.42 | 25.52 | 26.67 | 27.86 |
| SUPERVISING CLERK TYPIST     | 25 | 23.36 | 24.42 | 25.52 | 26.67 | 27.86 |



ORDINANCE NO.

SCHEDULE C

2005

| <u>CLASSIFICATION</u>           | <u>GRADE NO.</u> | <u>STEP #1</u> | <u>STEP #2</u> | <u>STEP #3</u> | <u>STEP #4</u> | <u>STEP #5</u> |
|---------------------------------|------------------|----------------|----------------|----------------|----------------|----------------|
| FOOD SVC. I                     | 2                | 7.42           | 7.69           | 7.96           | 8.26           | 8.48           |
| FOOD SVC. II                    | 3                | 8.48           | 8.78           | 9.08           | 9.38           | 9.66           |
| ADULT DAY CAARE WORKER          | 5                | ----           | ----           | 12.56          | 12.98          | 13.36          |
| CLERK                           | 5                | ----           | ----           | 12.56          | 12.98          | 13.36          |
| COURT ATTENDANT                 | 7                | 12.56          | 12.98          | 13.36          | 13.81          | 14.32          |
| WELFARE INVESTIGATOR            | 7                | 12.56          | 12.98          | 13.36          | 13.81          | 14.32          |
| CODE ENFORCEMENT OFFICER TR.    | 8                | 12.89          | 12.98          | ----           | ----           | ----           |
| DATA CONTROL CLERK              | 10               | 13.81          | 14.32          | 14.75          | 15.24          | 15.81          |
| BUILDING SERVICE WORKER         | 10               | 13.81          | 14.32          | 14.75          | 15.24          | 15.81          |
| CLERK TYPIST                    | 12               | 14.75          | 15.24          | 15.81          | 16.24          | 16.85          |
| ASST. ANIMAL CONTROL OFFICER    | 12               | 14.75          | 15.24          | 15.81          | 16.24          | 16.85          |
| CASHIER                         | 12               | 14.75          | 15.24          | 15.81          | 16.24          | 16.85          |
| ASSESSING CLERK                 | 12               | 14.75          | 15.24          | 15.81          | 16.24          | 16.85          |
| POLICE RECORDS CLERK            | 12               | 14.75          | 15.24          | 15.81          | 16.24          | 16.85          |
| LABORER                         | 12               | 14.75          | 15.24          | 15.81          | 16.24          | 16.85          |
| WATER METER READER              | 12               | 14.75          | 15.24          | 15.81          | 16.24          | 16.85          |
| DATA ENTRY MACH OPER/TYP        | 12               | 14.75          | 15.24          | 15.81          | 16.24          | 16.85          |
| CODE ENFORCEMENT OFFICER        | 12               | 14.75          | 15.24          | 15.81          | 16.24          | 16.85          |
| TAX CLERK                       | 12               | 14.75          | 15.24          | 15.81          | 16.24          | 16.85          |
| ANIMAL CONTROL OFFICER          | 13               | ----           | ----           | 16.24          | 16.85          | 17.41          |
| ACCOUNT CLERK                   | 14               | 15.81          | 16.24          | 16.85          | 17.41          | 18.02          |
| CLERK STENOGRAPHER              | 14               | ----           | ----           | 16.85          | 17.41          | 18.02          |
| VIOLATIONS CLERK                | 14               | ----           | ----           | 16.85          | 17.41          | 18.02          |
| PURCHASING ASSISTANT            | 14               | 15.81          | 16.24          | 16.85          | 17.41          | 18.02          |
| SR. PERMIT CLERK/TYPING         | 14               | 15.81          | 16.24          | 16.85          | 17.41          | 18.02          |
| SR. POLICE RECORDS CLERK        | 14               | 15.81          | 16.24          | 16.85          | 17.41          | 18.02          |
| SENIOR CLERK TYPIST             | 14               | 15.81          | 16.24          | 16.85          | 17.41          | 18.02          |
| SENIOR CLERK TRANSCRIBER        | 14               | 15.81          | 16.24          | 16.85          | 17.41          | 18.02          |
| SENIOR TAX CLERK                | 14               | 15.81          | 16.24          | 16.85          | 17.41          | 18.02          |
| SENIOR WATER METER READER       | 14               | 15.81          | 16.24          | 16.85          | 17.41          | 18.02          |
| SENIOR CODE ENFORCEMENT OFFICER | 14               | 15.81          | 16.24          | 16.85          | 17.41          | 18.02          |
| TRUCK DRIVER                    | 15               | 16.32          | 16.92          | 17.49          | 18.10          | 18.77          |
| PARK MAINT WORKER               | 15               | ----           | ----           | 17.49          | 18.10          | 18.77          |
| PAINTER/PARK MAINT              | 15               | ----           | ----           | 17.49          | 18.10          | 18.77          |
| WATER REPAIRER                  | 15               | ----           | ----           | 17.49          | 18.10          | 18.77          |
| ELECTRICIAN                     | 15               | 16.32          | 16.92          | 17.49          | 18.10          | 18.77          |
| SENIOR ASSESSING CLERK          | 16               | ----           | ----           | 18.02          | 18.69          | 19.36          |
| SENIOR ACCOUNT CLERK            | 17               | ----           | ----           | 18.69          | 19.36          | 20.04          |
| SENIOR CLERK STENO              | 17               | ----           | ----           | 18.69          | 19.36          | 20.04          |
| SR. PARK MAINT WORKER           | 17               | 17.41          | 18.02          | 18.69          | 19.36          | 20.04          |
| TRAFF MAINT/TRUCK DRIVER        | 17               | 17.41          | 18.02          | 18.69          | 19.36          | 20.04          |
| EQUIPMENT OPERATOR              | 17               | 17.41          | 18.02          | 18.69          | 19.36          | 20.04          |
| SENIOR WATER REPAIRER           | 17               | 17.41          | 18.02          | 18.69          | 19.36          | 20.04          |

|                              |    |       |       |       |       |       |
|------------------------------|----|-------|-------|-------|-------|-------|
| PRINC. ASSESSING CLERK       | 18 | 18.02 | 18.69 | 19.36 | 20.04 | 20.84 |
| PRINC. CLERK TRANSCRIBER     | 18 | 18.02 | 18.69 | 19.36 | 20.04 | 20.84 |
| PRINC. CLERK TYPIST          | 18 | 18.02 | 18.69 | 19.36 | 20.04 | 20.84 |
| PRINC. CASHIER               | 18 | 18.02 | 18.69 | 19.36 | 20.04 | 20.84 |
| PRINC. TAX CLERK             | 18 | 18.02 | 18.69 | 19.36 | 20.04 | 20.84 |
| PRINC. ACCOUNT CLERK         | 18 | 18.02 | 18.69 | 19.36 | 20.04 | 20.84 |
| MECHANIC                     | 18 | ----  | ----  | 19.36 | 20.04 | 20.84 |
| HEAVY EQUIPMENT OPERATOR     | 19 | 18.02 | 18.69 | 20.04 | 20.84 | 21.61 |
| ADMINISTRATIVE SECRETARY     | 20 | 20.04 | 20.84 | 21.61 | 22.41 | 23.29 |
| SUPERVISING TAX CLERK        | 20 | 20.04 | 20.84 | 21.61 | 22.41 | 23.29 |
| WATER FORMAN                 | 22 | ----  | ----  | 22.40 | 23.29 | 24.18 |
| ASST MUNICIPAL TAX COLLECTOR | 22 | ----  | ----  | 22.40 | 23.29 | 24.18 |
| PERSONNEL ASST/ADMIN. SEC    | 25 | 24.18 | 25.27 | 26.41 | 27.60 | 28.84 |
| SUPERVISING CLERK TYPIST     | 25 | 24.18 | 25.27 | 26.41 | 27.60 | 28.84 |

ORDINANCE NO.

SCHEDULE D

2006

| <u>CLASSIFICATION</u>           | <u>GRADE NO.</u> | <u>STEP #1</u> | <u>STEP #2</u> | <u>STEP #3</u> | <u>STEP #4</u> | <u>STEP #5</u> |
|---------------------------------|------------------|----------------|----------------|----------------|----------------|----------------|
| FOOD SVC. I                     | 2                | 7.70           | 7.96           | 8.24           | 8.55           | 8.78           |
| FOOD SVC. II                    | 3                | 8.73           | 9.04           | 9.40           | 9.71           | 10.00          |
| ADULT DAY CARE WORKER           | 5                | -----          | -----          | 13.00          | 13.43          | 13.83          |
| CLERK                           | 5                | -----          | -----          | 13.00          | 13.43          | 13.83          |
| COURT ATTENDANT                 | 7                | 13.00          | 13.43          | 13.83          | 14.29          | 14.82          |
| WELFARE INVESTIGATOR            | 7                | 13.00          | 13.43          | 13.83          | 14.29          | 14.82          |
| CODE ENFORCEMENT OFFICER TR.    | 8                | 13.34          | 13.43          | -----          | -----          | -----          |
| DATA CONTROL CLERK              | 10               | 14.29          | 14.82          | 15.27          | 15.77          | 15.73          |
| BUILDING SERVICE WORKER         | 10               | 14.29          | 14.82          | 15.27          | 15.77          | 15.73          |
| CLERK TYPIST                    | 12               | 15.27          | 15.77          | 16.36          | 16.81          | 17.47          |
| ASST. ANIMAL CONTROL OFFICER    | 12               | 15.27          | 15.77          | 16.36          | 16.81          | 17.47          |
| CASHIER                         | 12               | 15.27          | 15.77          | 16.36          | 16.81          | 17.47          |
| ASSESSING CLERK                 | 12               | 15.27          | 15.77          | 16.36          | 16.81          | 17.47          |
| POLICE RECORDS CLERK            | 12               | 15.27          | 15.77          | 16.36          | 16.81          | 17.47          |
| LABORER                         | 12               | 15.27          | 15.77          | 16.36          | 16.81          | 17.47          |
| WATER METER READER              | 12               | 15.27          | 15.77          | 16.36          | 16.81          | 17.47          |
| DATA ENTRY MACH OPER/TYP        | 12               | 15.27          | 15.77          | 16.36          | 16.81          | 17.47          |
| CODE ENFORCEMENT OFFICER        | 12               | 15.27          | 15.77          | 16.36          | 16.81          | 17.47          |
| TAX CLERK                       | 12               | 15.27          | 15.77          | 16.36          | 16.81          | 17.47          |
| ANIMAL CONTROL OFFICER          | 13               | -----          | -----          | 16.81          | 17.44          | 18.02          |
| ACCOUNT CLERK                   | 14               | 16.28          | 16.73          | 17.44          | 18.02          | 18.65          |
| CLERK STENOGRAPHER              | 14               | -----          | -----          | 17.44          | 18.02          | 18.65          |
| VIOLATIONS CLERK                | 14               | -----          | -----          | 17.44          | 18.02          | 18.65          |
| PURCHASING ASSISTANT            | 14               | 16.28          | 16.73          | 17.44          | 18.02          | 18.65          |
| SR. PERMIT CLERK/TYPING         | 14               | 16.28          | 16.73          | 17.44          | 18.02          | 18.65          |
| SR. POLICE RECORDS CLERK        | 14               | 16.28          | 16.73          | 17.44          | 18.02          | 18.65          |
| SENIOR CLERK TYPIST             | 14               | 16.28          | 16.73          | 17.44          | 18.02          | 18.65          |
| SENIOR CLERK TRANSCRIBER        | 14               | 16.28          | 16.73          | 17.44          | 18.02          | 18.65          |
| SENIOR TAX CLERK                | 14               | 16.28          | 16.73          | 17.44          | 18.02          | 18.65          |
| SENIOR WATER METER READER       | 14               | 16.28          | 16.73          | 17.44          | 18.02          | 18.65          |
| SENIOR CODE ENFORCEMENT OFFICER | 14               | 16.28          | 16.73          | 17.44          | 18.02          | 18.65          |
| TRUCK DRIVER                    | 15               | 16.81          | 17.36          | 18.10          | 18.73          | 19.43          |
| PARK MAINT WORKER               | 15               | -----          | -----          | 18.10          | 18.73          | 19.43          |
| PAINTER/PARK MAINT.             | 15               | -----          | -----          | 18.10          | 18.73          | 19.43          |
| WATER REPAIRER                  | 15               | -----          | -----          | 18.10          | 18.73          | 19.43          |
| ELECTRICIAN                     | 15               | 16.81          | 17.36          | 18.10          | 18.73          | 19.43          |
| SENIOR ASSESSING CLERK          | 16               | -----          | -----          | 18.65          | 19.34          | 20.04          |
| SENIOR ACCOUNT CLERK            | 17               | -----          | -----          | 19.34          | 20.04          | 20.74          |
| SENIOR CLERK STENO              | 17               | -----          | -----          | 19.34          | 20.04          | 20.74          |
| SR. PARK MAINT WORKER           | 17               | 17.93          | 18.56          | 19.34          | 20.04          | 20.74          |
| TRAFF MAINT/TRUCK DRIVER        | 17               | 17.93          | 18.56          | 19.34          | 20.04          | 20.74          |
| EQUIPMENT OPERATOR              | 17               | 17.93          | 18.56          | 19.34          | 20.04          | 20.74          |
| SENIOR WATER REPAIRER           | 17               | 17.93          | 18.56          | 19.34          | 20.04          | 20.74          |

|                              |    |       |       |       |       |       |
|------------------------------|----|-------|-------|-------|-------|-------|
| PRINC. ASSESSING CLERK       | 18 | 18.56 | 19.34 | 20.04 | 20.94 | 21.88 |
| PRINC. CLERK TRANSCRIBER     | 18 | 18.56 | 19.34 | 20.04 | 20.94 | 21.88 |
| PRINC. CLERK TYPIST          | 18 | 18.56 | 19.34 | 20.04 | 20.94 | 21.88 |
| PRINC. CASHIER               | 18 | 18.56 | 19.34 | 20.04 | 20.94 | 21.88 |
| PRINC. TAX CLERK             | 18 | 18.56 | 19.34 | 20.04 | 20.94 | 21.88 |
| PRINC. ACCOUNT CLERK         | 18 | 18.56 | 19.34 | 20.04 | 20.94 | 21.88 |
| MECHANIC                     | 18 | ----  | ----  | 20.04 | 20.94 | 21.88 |
| HEAVY EQUIPMENT OPERATOR     | 19 | 18.56 | 19.34 | 20.74 | 21.57 | 22.89 |
| ADMINISTRATIVE SECRETARY     | 20 | 20.64 | 21.47 | 22.37 | 23.19 | 24.11 |
| SUPERVISING TAX CLERK        | 20 | 20.64 | 21.47 | 22.37 | 23.19 | 24.11 |
| WATER FORMAN                 | 22 | ----  | ----  | 23.18 | 24.11 | 25.03 |
| ASST MUNICIPAL TAX COLLECTOR | 22 | ----  | ----  | 23.18 | 24.11 | 25.03 |
| PERSONNEL ASST/ADMIN SEC     | 25 | 24.91 | 26.03 | 27.33 | 28.57 | 29.85 |
| SUPERVISING CLERK TYPIST     | 25 | 24.91 | 26.03 | 27.33 | 28.57 | 29.85 |

**ARTICLE XXIII**  
**DURATION OF AGREEMENT**

This Agreement shall be in full force and effect as of January 1, 2003 through December 31, 2006. This Agreement shall be subject to renegotiation by both parties under the terms and conditions as specified by the State of New Jersey Public Employment Relations Commission.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Pemberton Township, New Jersey, on this 18<sup>th</sup> day of December, 2003.

**PEMBERTON TOWNSHIP EMPLOYEES  
ASSOCIATION, LOCAL 2783 and  
DISTRICT COUNCIL 71, AMERICAN  
FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO**

**TOWNSHIP OF PEMBERTON  
COUNTY OF BURLINGTON  
STATE OF NEW JERSEY**

x John P. Henry

Robert W. McCullough  
Robert W. McCullough, Mayor

ATTEST:

ATTEST:

Harry W. Wilkins

Mary Ann Young  
Mary Ann Young, RMC  
Township Clerk